

Article 6.

It is further provided that whenever the word "trustee" is used in this instrument it shall be held to include and mean the trustee for the time being under the terms of this instrument. The trustee shall not be liable for mistake or error made in good faith, but only for gross negligence and wilful default in the discharge of his duty and shall be entitled to reasonable compensation for his services. The trustee may resign at any time, on thirty (30) days notice to the Ice Company.

And it is further agreed that in case the trustee shall for any cause whatever cease to act as trustee hereunder, then and in every such case a new trustee may be appointed by an instrument in writing signed and sealed by the holder or holders of a majority of the bonds outstanding and acknowledged in the same manner as deeds and before some officer authorized by law to take acknowledgment of deeds, and such instrument in writing, so signed, sealed and acknowledged, shall be delivered to the trustee so appointed and upon the filing of the same for record in the office of the Recorder of Deeds for Douglas County, Kansas together with the written acceptance of the new trustee, the said new trustee shall be vested with all the properties, rights and powers hereby granted and created.

Article 7.

And the said Ice Company, for itself, its successors, and assigns, covenants and agrees with the said trustee and his successors, that it will promptly and duly pay or cause to be paid, all taxes, assessments, and charges, of any nature whatsoever, that may be levied or imposed upon, the property above described and hereby conveyed, or any of the same, that it will not suffer any judgment or decree of any court of record to be levied upon any of said property, and that it will not do or refrain from doing any act which shall render it liable to any suit for its dissolution or for any remedy under any law of the State of Kansas, then in force. But if any taxes, assessments, charges, final judgments or decrees, affecting the property hereby conveyed, be not paid as provided above, then the said trustee is authorized and empowered to pay the same, and for the payment thereof to the trustee, with interest thereon from the date of payment at the rate